

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA**

3B INDUSTRIES, INC., an Oklahoma Corporation,	)	
	)	
Plaintiff,	)	
	)	
- v -	)	CIV-16- <u>353</u> -SPS
	)	
AMERICAN BANKERS INSURANCE COMPANY	)	
OF FLORIDA,	)	
	)	
Defendant.	)	

**COMPLAINT**

Plaintiff, 3B Industries, Inc. (“3B”) states for its Complaint against Defendant, American Bankers Insurance Company of Florida (“ABIC”), the following:

**I. NATURE OF THE ACTION**

1. 3B is a small business incorporated and operating in Oklahoma. It owns, operates and designs car washes and car wash equipment.
2. 3B purchased flood insurance offered under the National Flood Insurance Act from ABIC (Policy No. AB00178843) (the “Policy”) for its car wash facility located Healdton, Oklahoma (the “Premises”). The coverage limits for the Policy are \$108,000.
3. A flood occurred in Healdton, Oklahoma on June 17, 2015, damaging the Premises. The Premises damages exceed the \$108,000 coverage limits of the Policy.
4. A claim was submitted to ABIC for damages due to the flood. The claim showed damages in excess of the Policy coverage limits. ABIC denied paying the full

Policy limit of \$108,000 on August 17, 2015. ABIC has paid \$24,938.34 for the damages suffered by the June 17<sup>th</sup> flood.

5. 3B is still owed the sum of \$68,061.66 under the terms of the Policy.

## **II. JURISDICTION AND VENUE**

6. ABIC's liability is based on a cause of action for breach of contract under the terms of the Policy.

7. This Court has subject matter jurisdiction over this matter pursuant to 42 U.S.C. § 4072 and 28 U.S.C. § 1331 (federal question).

8. The Premises insured under the Policy are located in Healdton Oklahoma. The flood that damaged the Premises occurred in Healdton Oklahoma. Healdton is located in Carter County Oklahoma. Venue is property in this Court pursuant to 42 U.S.C. §4072 because the property damaged by the flood is located in this Judicial District.

## **III. CLAIM FOR RELIEF (BREACH OF CONTRACT)**

9. Pursuant to the Policy the damage caused to the Premises by the June 17, 2015 flood was a covered loss for which 3B is to be indemnified under the terms of the Policy.

10. Under the terms of the Policy, ABIC had a duty and obligation to pay for the 3B's property damage losses suffered by it as a result of the June 17, 2015 flood. This duty included paying losses up the policy limits of \$108,000 less the \$15,000 deductible, or \$93,000.

11. 3B has only received \$24,938.34 from ABIC as a result of its loss. ABIC has failed and refuses to pay the full amount of 3B's covered loss claim of \$93,000.

#### **IV. PRAYER FOR RELIEF**

**WHEREFORE**, premises considered, 3B prays judgment be entered on its claim for relief against ABIC in the amount of \$68,061.66 and for such other and further relief as this Court deems just and proper.

#### **JURY DEMAND**

Plaintiffs demand a trial by jury for all issues so triable.

#### **ATTORNEYS' LIEN**

Attorneys hereby assert a lien against any settlement or judgment in this matter.

Respectfully submitted,

/s/ David P. Page

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ATTORNEYS FOR PLAINTIFF